

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL: EMAIL:			31B. UNITED STATES OF AMERICA BY		
								31C. AWARD DATE		

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

BEN-242-4004 BID SCHEDULE**B-1 TABLE OF CONTENTS**

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B-2 TYPE OF CONTRACT

- ☒ Firm Fixed Price Lumpsum
☐ Firm Fixed Price Lumpsum with Unit Prices
☐ Firm Fixed Unit Prices

B-3 MAGNITUDE OF WORK

- ☐ Under \$ 25,000.00
☐ \$ 25,001.00 to \$ 100,000.00
☒ \$ 100,001.00 to \$ 250,000.00
☐ \$ 250,001.00 to \$ 500,000.00
☐ \$ 500,001.00 to \$ 1,000,000.00
☐ \$ 1,000,001.00 to \$ 5,000,000.00

B-4 BID SCHEDULE

In consideration of the performance of his undertaking under this contract, the Contractor shall be paid (except as otherwise provided in this contract) the following prices:

(In case this schedule contains unit priced line items, the Government's obligation will be for work required and performed up to the line item ceiling. Unless the Contracting Officer executes a written modification, Contractor shall not exceed line item ceiling.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Move CPO to building6, Schinnen FFP W81X4N-7075-0447 NL748HC000587P FOB: Destination PURCHASE REQUEST NUMBER: W81X4N70750447				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	K - Move CPO to bldg 6 SCN FFP K = NEW WORK in accordance with specifications and drawings of project # NL748HC000587P FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	L - Move CPO to bldg 6 SCN FFP L = RENOVATION in accordance with specifications and drawings of project # NL748HC000587P FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Move WIC & EDIS to Bldg 39/43 FFP W81X4N-7075-0457 NL748GE000937P FOB: Destination PURCHASE REQUEST NUMBER: W81X4N70750447				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Move WIC & EDIS to Bldg 39/43 FFP K - NEW WORK in accordance with specifications and drawings of project # NL748GE000937P FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Move Education Center to Bldg 19 FFP W81X4N-7075-0417 NL748EZ00577P FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Move Education Center to Bldg 19 FFP K-NEW WORK in accordance with specifications and drawings of project # NL748EZ000577P FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Move Education Center to Bldg 19 FFP L-RENOVATION in accordance with specifications and drawings of project # NL748EZ000577P FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Move Education Center to Bldg 3 FFP W81X4N-7075-0407 NL748GS000617P FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Move Education Center to Bldg 3 FFP K-NEW WORK in accordance with specifications and drawings of project # NL748GS000617P FOB: Destination	1	Lump Sum		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Move Education Center to Bldg 3 FFP L-RENOVATION in accordance with specifications and drawings of project # NL748GS000617P FOB: Destination	1	Lump Sum		
					<hr/>
NET AMT					

Section B - Supplies or Services and Prices

NL748HC000587P

Item	Work Unit Description	TOW	Quantity	Unit Cost EURO	Unit	Total Cost €
10.00.01	Sloopwerk	K	1		ls	
10.10.01	Nieuw Metal-Stud wand	K	10		m2	
10.20.01	Deur met kozijn	K	1		ea	
10.20.02	Nieuw raamkozijn	L	1		ea	
10.30.01	Plafond	K	1		ls	
10.40.01	Vloerbedekking	K	95		m2	
10.50.02	Schilderwerk	K	1		ls	
10.70.01	Aanpassen verlichtngs schakelaar	K	1		ls	
	verwideren bestaande opbouw verlichting	K	2		ea	
	Installeren pictogram, type PP400/6	K	1		ea	
	Installeren pictogram, type PP400/3	K	1		ea	
	Installeren pictogram, type PP400/1-2	K	1		ea	
	Installeren pictogram, type PP400/3	K	1		ea	
	leveren en aanbrengen telefoonkabel 12x4x0,5+0,8 mm, type 3600 Norm 88	L	1		ls	
	Leveren en aanbrengen LSA plus cabinet, Kronection Box 2, o.g.	L	1		ls	
	Leveren en aanbrengen telefoonaansluitingen in rm. 116	K	1		ls	
	INTRANET systeem in ruimte 116	K	1		ls	

Item	Work Unit Description	TOW	Quantity	Unit Cost	Unit	Total Cost
				EURO		
10.00.01	Sloopwerk	K	1		ls	
10.10.01	Nieuw Metal-Stud wand	K	10		m2	
10.20.01	Deur met kozijn	K	1		ea	
10.20.02	Nieuw raamkozijn	L	1		ea	
10.30.01	Plafond	K	1		ls	
10.40.01	Vloerbedekking	K	95		m2	
10.50.02	Schilderwerk	K	1		ls	
10.70.01	Aanpassen verlichtings schakelaar	K	1		ls	
	verwijderen bestaande opbouw verlichting	K	2		ea	
	Installeren pictogram, type PP400/6	K	1		ea	
	Installeren pictogram, type PP400/3	K	1		ea	
	Installeren pictogram, type PP400/1-2	K	1		ea	
	Installeren pictogram, type PP400/3	K	1		ea	
	leveren en aanbrengen telefoonkabel 12x4x0,5+0,8 mm, type 3600 Norm 88	L	1		ls	
	Leveren en aanbrengen LSA plus cabinet, Kronetion Box 2, o.g.	L	1		ls	
	Leveren en aanbrengen telefoonaansluitingen in rm. 116	K	1		ls	
	INTRANET systeem in ruimte 116	K	1		ls	

NL748GE000937P

Item	Work Unit Description	TOW	Quan- tity	Unit Cost EURO	Unit	Total Cost €
2.00.01	Deliver and install Metal Stud- partition wall	L	10		m2	
2.10.01	Deliver and install fixed frame	L	1		ea	
2.20.01	Adjust electrical	L	1		pm	

Item	Work Unit Description	TOW	Quan- tity	Unit Cost EURO	Unit	Total Cost €
2.00.01	leveren en aanbrengen Metal Stud- scheidingswand	K	10		m2	
2.10.01	leveren en aanbrengen vast kozijn Aanpassen electrotechnische	K	1		st	
2.20.01	voorzieningen	K	1		pm	

NL748EZ000577P

Item	Work Unit Description	TOW	Quantity	Unit Cost EURO	Unit	Total Cost €
2.00.01	Demolition work	K	1		LS	
2.10.01	Deliver and install Rockpanel	K	50		m2	
2.10.02	Reinstallation of all stored materials	K	1		LS	
2.20.01	Deliver and lay floorcovering	K	32		m2	
2.20.02	Install baseboards	K	22		m1	
2.30.02	Paint corridor and walls	K	110		m2	
2.40.01	Deliver and install mini cooler	K	1		LS	
2.50.01	Deliver and install Metal Stud-partition wall	L	8		m2	
2.50.02	Deliver and install fixed frame	L	1		LS	
2.50.03	Deliver and install single door	L	1		ea	
2.60.01	Adaptation of the electrical provisions	L	1		LS	

Item	Work Unit Description	TOW	Quantity	Unit Cost EURO	Unit	Total Cost €
2.00.01	Diverse sloopwerkzaamheden	K	1		pm	
2.10.01	leveren en plaatsen rockpanel	K	50		m2	
2.10.02	Herplaatsen in opslag genomen goederen	K	1		pm	
2.20.01	leveren en aanbrengen vloerbedekking	K	32		m2	
2.20.02	leveren en aanbrengen plinten	K	22		m1	
2.30.02	Schilderen gangpad en wanden	K	110		m2	
2.40.01	leveren en installeren Mini-koelgroep	K	1		pm	
2.50.01	leveren en aanbrengen Metal Stud-scheidingswand	L	8		m2	
2.50.02	leveren en aanbrengen vast kozijn	L	1		pm	
2.50.03	Leveren en installeren enkele deur	L	1		st	
2.60.01	Aanpassen electrotech. Voorzieningen	L	1		pm	

NL748GS000617P

Item	Work Unit Description	TOW	Quantity	Unit Cost EURO	Unit	Total Cost €
10.10.01	Provisions	K	1		ls	
10.10.01	Demolition	K	1		ls	
10.10.01	Remove excisting sidewalk	K	2		m2	
12.10.01	Provisional groundwork	K	1		ls	
12.30.01	Digging	K	0.5		m3	
12.30.02	Reuse soil	K	1		ls	
12.40.01	Sand fillings	K	2		m3	
15.10.01	Concrete tile pavement	K	13		m2	
15.10.02	Ledge stones	K	9		m1	
15.10.03	Ramp	K	1		ls	
43.20.01	Steel hand railing	L	6		m1	
44.10.01	Panel wall	K	1		ea	
44.10.02	Adjust ceiling	K	1		ls	
45.20.01	Multiplex timberwork	K	21		m1	
45.20.02	Finishing timberwork	K	1		ls	
47.10.01	Interior painting	K	1		ls	
47.20.01	Exterior painting	L	7		m1	
47.20.01	Exterior painting	L	7		m1	

Item	Work Unit Description	TOW	Quantity	Unit Cost EURO	Unit	Total Cost €
10.10.01	Voorzieningen	K	1		pm	
10.10.01	Sloopwerk	K	1		pm	
10.10.01	Bestaande trottoir verwijderen	K	2		m2	
12.10.01	Voorzieningen graafwerk	K	1		pm	
12.30.01	Graafwerkzaamheden	K	0.5		m3	
12.30.02	Hergebruik uitgekomen grond	K	1		pm	
12.40.01	Zand aanvullingen	K	2		m3	
15.10.01	Betontegel bestrating	K	13		m2	
15.10.02	Opsluitbanden	K	9		m1	
15.10.03	Hellingbaan	K	1		pm	
43.20.01	Stalen leuning	L	6		m1	
44.10.01	Paneel wand	K	1		st	
44.10.02	Aanpassen plafond	K	1		pm	
45.20.01	Timmerwerk multiplex	K	21		m1	
45.20.02	Aftimmerwerk	K	1		pm	
47.10.01	Schilderwerk interieur	K	1		pm	
47.20.01	Schilderwerk exterieur	L	7		m1	
47.20.01	Schilderwerk exterieur	L	7		m1	

Section C - Descriptions and Specifications

NL748HC000857P (SPECIFICATIONS EN)**SECTION I****GENERAL DESCRIPTION AND ADMINISTRATIVE
CONDITIONS**

1.00

GENERAL

01

The work consists of the adaptation of bldg 6a to accommodate the Dutch CPO office on the site of US Army Garrison, Borgerweg 10, Schinnen.

02

This technical description covers all labor and material required to execute the work as described hereafter and the resulting work.

03

All legal directions, guidelines, construction norms and warranty conditions edited by or on behalf of the Dutch and US Government and the Dutch ARBO legislation with all related appendices apply to this job. One week prior to commencement of the work the contractor will submit the ARBO plan to the COR for his approval.

04

The contractor is expected having received all necessary information and to be aware of the local situation.

05

All quantities listed in these specifications are to aid the contractor and may not necessarily represent the true and exact requirements necessary for the work to be performed. Each bidder himself is responsible for determination and/or assessment of individual quantities required for these technical specifications and cannot hold the US Government or its representative responsible for the quantities given herein.
Besides, the contractor awarded with the specifications is responsible to perform all work, regardless of quantity estimates given herein.

06

The contractor at his expense shall repair all damages and such resulting from the work mentioned.

07

All **materials, without exception** shall be new, unused and be equivalent to the materials replaced and comply with the relevant test requirements.

- 08 **Warranty:** The contractor shall guarantee, in writing all delivered materials and activities resulting from these specs for the period of one (1) year, effective the date of final acceptance inspection, or for the period such work and materials are guaranteed by Netherlands law, the longer guarantee period being sustained.
- 09 Materials and other items removed from the work mentioned and which will not be reused shall be stored carefully/removed from the site, these things mentioned in close coordination with the COR.
- 10 LS The contractor shall thoroughly clean the jobsite
- 11 The contractor is required to take precautions to prevent hindrance/nuisance because of noise, dust etc. these things mentioned to the satisfaction of the COR.
12. As built drawings: the contractor shall submit to the COR as built drawings in triplicate within five (5) days before pre final acceptance will take place. On these drawings the contractor will neatly indicate in red the possible changes of the work executed.
13. Applicable drawings: see floorplan on page 6
- 14 **HOT- WORK PERMIT :** At least 24 hrs prior to commencing any work involving open flame operations, welding operations, or other hazardous potential fire actions the contractor will request that the COR coordinates the issue of a Hot-Work Permit. Subject permit will be issued by DES Fire Prevention Office.
15. The contractor is responsible for the construction computations. He will submit these along with the shop drawing to the COR for approval two weeks before start of the relevant construction part.

SECTION II

EXECUTION

10

Structural provisions

10.00

Shoring and demolition work

01

LS

Two weeks prior start of the demolition work the contractor will submit a work planning to the COR for his approval. This planning will indicate the method of approach for the demolition work to minimize the hindrance and nuisance.

The extend of the demolition work can be established from the differences between the new and present situation and from the below description with belonging drawing.

Demolish the following:

- the existing exterior wall for installation of the new window K
- remove the existing floor covering
- adapt ceiling at location of the new wall with door
- remove the cylinders of the doors hallway/118 and 118/117

10.10

Walls

01

10

m2

Deliver and install a Gyproc or equal Metal Stud partition wall in rooms 118 and 119 as indicated on the drawing. K

The wall will be composed as follows:

- thermally zinc coated steel profiles, horizontally by using MSH75 and vertically by using MSV75.
- Gyproc or equal 4xABA panels for each side 12.5 mm
- all seams and corners shall be reinforced by Gyproc or equal self adhesive joining tape and filled by using Gyproc or equal Jointfiller 120, smoothly finished by using Gyproc or equal JointfinisherMix suitable to receive paint.
- fasten walls to the ceiling structure to enhance stability
- baseboards shall be used to finish all wall at floor level
- all walls to be painted by using a high grade washable latex paint.
- baseboards shall be treated 4 times by using blank varnish

10.20			Windows, doors and frames	
01	1	ea	<p>Single, butted door (930x2115 mm) with frame, make Bruynzeel or equal, type Brucoral and toplight window equipped with safety wire glass, shall be delivered and installed as indicated on the drawing. Provide door with:</p> <ul style="list-style-type: none"> - 3 ea ball bearing hinges, heavy duty type ** - Lips or equal mortise cylinder lock, type 2400 with matching cylinder, covers and fixing material - door handle with latches, make Lips or equal, type 6010 and 7803 <p>Door, frame and new wood shall be primed, sanded, filled, primed, sanded and painted twice, fully hiding. Glass laths shall be treated 4 times by using blank varnish.</p>	K
02	1	ea	<p>Deliver and install a wooden window frame with turn/tilt window for room 119, equipped with thermal glazing matching the existing glazing. Wood shall be durably produced, quality class C. Incl. weather stripping and connection provisions. Execution matching the existing window in room 119.</p>	L
03			New latches to be installed on doors hallway/118 and 118/117, without cylinder hole.	
10.30			Ceilings	
01		LS	Adapt the system ceiling at location of the newly installed wall.	K
10.40			Floor covering	
01	95	m2	<p>Provide the rooms 115 thru 119 incl. with new floor covering marmoleum , 3.2 mm thick, color blue, make Krommenie or equal. The sub floor shall receive a coat of egaline prior to laying the floor covering. Strips of floor covering shall be mutually connected by using linoleum thermal jointing wire in matching color. Sides shall be sealed.</p>	K

10.50

Painting

All painting products to be used shall be of the make Sikkens or equal, system description as per Standard Referentiebestek 1984.

If two coats of equal color are required, these two coats will differ mutually in color gradation.

When dried, the color of the top coat shall match the dry color sample.

02

LS

Paint inside the rooms of 115 thru 119 incl.
Inside: al visible woodwork/steel of doors, windows and frames,
all stuccoed walls and all piping incl. radiators.
All painting to be executed as per Standaard Referentiebestek.

K

10.70

Electrical and data transmission provisions

LS

Lighting for rooms 118 and 119 shall be redesigned to include its control by using separate switch in the relevant room.

K

2

ea

Remove the existing fluorescent light fixture in room 119 and deliver and install recessed mounted fluorescent fixture 2x36 Watt, make matching the existing fixtures.

K

1

ea

Transparent lighting, make Van Lie or equal, type WER08/A/ZT incl. PP400/6 pictogram for both sides of the fixture installed over the entrance door of building 6A.

K

1

ea

Transparent lighting, make van Lien or equal, type WER08/A/ZT incl. PP 400/3 installed over the door inside the hall.

K

1

ea

Transparent lighting, make van Lien or equal, type WER08/A/ZT incl. PP 400/1 and 400/2 installed in room 118, perpendicular to the door leading to room 117.

K

1	ea	Transparent lighting, make van Lien or equal, type WER08/A/ZT incl. PP 400/3 installed matching the existing situation in room 117.	K
	LS	Deliver and install PTT norm 88 telephone cable, series 3600, 12x4x0.5+0.8 mm from main distributor near entrance bldg P0006 to room 116 inside bldg 6A.	L
	LS	Deliver and install LSA plus distributor in room 116, Kronectonbox 2 or equal, incl. 3 LSA Plus connector strip, series 2/10 color grey, 1 LSA Plus connector strip, series 2/10 color red, bracket and coding strip.	L
	LS	Deliver and install telephone plug points in room 116 for Intranet, Canteen Schinnen and JFC Brunssum connection.	K
	LS	Commissioning and putting into operation of the intranet connection. This work shall be performed by the Defensie Telematica Organisatie. For the Dutch Defense Ministry, the DTO serves as Internet Service Provider, named DNET (Defensie NET).	K

NL748GE000937P (SPECIFICATION EN)**SECTION I****GENERAL DESCRIPTION AND ADMINISTRATIVE
CONDITIONS**

1.00

GENERAL

01

The work consists of the installation of a prefab wall to include a door with frame in room 39 of building P00043, US Army Garrison, Borgerweg 10, Schinnen.

02

This technical description covers all labor and material required to execute the work as described hereafter and the resulting work.

03

All legal directions, guidelines, construction norms and warranty conditions edited by or on behalf of the Dutch and US Government and the Dutch ARBO legislation with all related appendices apply to this job. One week prior to commencement of the work the contractor will submit the ARBO plan to the COR for his approval.

04

The contractor is expected having received all necessary information and to be aware of the local situation.

05

All quantities listed in these specifications are to aid the contractor and may not necessarily represent the true and exact requirements necessary for the work to be performed. Each bidder himself is responsible for determination and/or assessment of individual quantities required for these technical specifications and cannot hold the US Government or its representative responsible for the quantities given herein.
Besides, the contractor awarded with the specifications is responsible to perform all work, regardless of quantity estimates given herein.

06

The contractor at his expense shall repair all damages and such resulting from the work mentioned.

07

All **materials, without exception** shall be new, unused and be equivalent to the materials replaced and comply with the relevant test requirements.

- 08 **Warranty:** The contractor shall guarantee, in writing all delivered materials and activities resulting from these specs for the period of one (1) year, effective the date of final acceptance inspection, or for the period such work and materials are guaranteed by Netherlands law, the longer guarantee period being sustained.
- 09 Materials and other items removed from the work mentioned and which will not be reused shall be stored carefully/removed from the site, these things mentioned in close coordination with the COR.
- 10 The contractor shall thoroughly clean the jobsite
- 11 The contractor is required to take precautions to prevent hindrance/nuisance because of noise, dust etc. these things mentioned to the satisfaction of the COR.
12. As built drawings: the contractor shall submit to the COR as built drawings in triplicate within five (5) days before pre final acceptance will take place. On these drawings the contractor will neatly indicate in red the possible changes of the work executed.
13. Applicable drawings: 01

SECTION II

EXECUTION

2.00

Partition wall

01 10 m2 Deliver and install a Gyproc or equal Metal Stud partition wall in room 109 as indicated on the drawing. K

The wall will be composed as follows:

- thermally zinc coated steel profiles, horizontally by using MSH75 and vertically by using MSV75.
- Gyproc or equal 4xABA panels for each side 12.5 mm
- all seams and corners shall be reinforced by Gyproc or equal self adhesive joining tape and filled by using Gyproc or equal Jointfiller 120, smoothly finished by using Gyproc or equal JointfinisherMix suitable to receive paint.
- fasten walls to the ceiling structure to enhance stability
- baseboards shall be used to finish all wall at floor level
- all walls to be painted by using a high grade washable latex paint.

2.10

Doors and frames

01 1 ea Single, butted door (930x2115 mm) with frame, make Bruynzeel or equal, type Brucoral and toplight window equipped with safety wire glass, shall be delivered and installed as indicated on the drawing. Provide door with: K

- glass panel (matching the existing doors)
- 3 ea ball bearing hinges, heavy duty type **
- Lips or equal mortise cylinder lock, type 2400 with matching cylinder, covers and fixing material
- door handle with latches, make Lips or equal, type 6010 and 7803

Door, frame and new wood shall be primed, sanded, filled, primed, sanded and painted twice, fully hiding

2.20

Power supply

01 LS Adaptation of the power supply provisions such as lighting, cable ducts, switches etc. K

NL748EZ000577P (SPECIFICATIONS)**SECTION I****GENERAL DESCRIPTION AND ADMINISTRATIVE
CONDITIONS****1.00****GENERAL**

01

The work consists of the replacement of the existing fascias, laying of floor covering, painting of interior walls, installation of a separation wall incl. door and window in building 19, US Army Garrison, Borgerweg 10, Schinnen.

02

This technical description covers all labor and material required to execute the work as described hereafter and the resulting work.

03

All legal directions, guidelines, construction norms and warranty conditions edited by or on behalf of the Dutch and US Government and the Dutch ARBO legislation with all related appendices apply to this job. One week prior to commencement of the work the contractor will submit the ARBO plan to the COR for his approval.

04

The contractor is expected having received all necessary information and to be aware of the local situation.

05

All quantities listed in these specifications are to aid the contractor and may not necessarily represent the true and exact requirements necessary for the work to be performed. Each bidder himself is responsible for determination and/or assessment of individual quantities required for these technical specifications and cannot hold the US Government or its representative responsible for the quantities given herein.
Besides, the contractor awarded with the specifications is responsible to perform all work, regardless of quantity estimates given herein.

06

The contractor at his expense shall repair all damages and such resulting from the work mentioned.

07

All **materials, without exception** shall be new, unused and be equivalent to the materials replaced and comply with the relevant test requirements.

08		Warranty: The contractor shall guarantee, in writing all delivered materials and activities resulting from these specs for the period of one (1) year, effective the date of final acceptance inspection, or for the period such work and materials are guaranteed by Netherlands law, the longer guarantee period being sustained.
09		Materials and other items removed from the work mentioned and which will not be reused shall be stored carefully/removed from the site, these things mentioned in close coordination with the COR.
10	LS	The contractor shall thoroughly clean the jobsite
11		The contractor is required to take precautions to prevent hindrance/nuisance because of noise, dust etc. these things mentioned to the satisfaction of the COR.
12.		As built drawings: the contractor shall submit to the COR as built drawings in triplicate within five (5) days before pre final acceptance will take place. On these drawings the contractor will neatly indicate in red the possible changes of the work executed.
13.		Applicable drawings: 01

SECTION II

EXECUTION

2.00

Demolition work

- 01 LS Removal of the existing fascias of both the groundfloor and second floor of the building. K
 Remove and store for reuse the light fixtures and reinstall on the renewed fascias.
 Remove floor covering in room 19.213 as per drawing 01.

2.10

Facade cladding

- 01 50 m2 Deliver and install Rockpanel, make Rockwool or equal, color black for fascias, 8 mm thick or equal, to be fastened against the wooden framework as per installation directions of the manufacturer. K
 Dimensions as existing.
 All invisible woodwork shall be primed with lead-free primer.
- 02 LS Installation/reinstallation of all stored materials such as light fixtures, publication boards, downspout discharges etc. K

2.20

Floor covering

- 01 32 m2 Deliver and lay floor covering Marmoleum 3.2 mm thick, color blue, make Krommenie or equal. Strips shall mutually be connected by linoleum thermal strips in matching color. Sides shall be sealed. In room 19.213. K
- 02 22 m1 Install baseboards of Dark Red Meranti wood along all new floors, fastened with copper cheese head screws with washer and pvc plugs. K

2.30

Painting

- 01 All paint products used in the engagement of this project shall be of the make Sikkens or equal, system description as per Standaard Refentiebestek 1984.
- 02 110 m2 Paint the walls of the corridor and the walls of the office 19.213 to include the entrance door. K

2.40

Cooling patch cabinet

- 01 1 ea Delivery and installation of a mini cooler for the existing patch panel in room 19.213 with electronic control make Sarel or equal, type 17600 , cooling capacity 240W. K
 The existing patch cabinet shall be made air-tight and the existing ventilation shall be disconnected/removed if necessary.
 The system shall be delivered ready for use.

2.50

Timberwork

- | | | | | |
|----|---|----|--|---|
| 01 | 8 | m2 | <p>Deliver and install a Gyproc or equal Metal Stud partition wall in room 213 L as indicated on the drawing.</p> <p>The wall will be composed as follows:</p> <ul style="list-style-type: none"> - thermally zinc coated steel profiles, horizontally by using MSH75 and vertically by using MSV75. - Gyproc or equal 4xABA panels for each side 12.5 mm - all seams and corners shall be reinforced by Gyproc or equal self adhesive joining tape and filled by using Gyproc or equal Jointfiller 120, smoothly finished by using Gyproc or equal JointfinisherMix suitable to receive paint. - fasten walls to the ceiling structure to enhance stability - baseboards shall be used to finish all wall elements at floor level - all walls to be painted by using a high grade washable latex paint. - baseboards shall be treated 4 times by using blank varnish | L |
| 02 | | LS | <p>Deliver and install a fixed frame equipped with safety glazing, 6mm thick, L dim. wxh=120x120 cm for the partition wall of room 213 as per drawing 01.</p> <p>All wood and wood products used in the performance of this projects shall have the FCS mark.</p> <p>Windows, doors and frames</p> | L |
| 03 | 1 | EA | <p>Single, butted door (930x2115 mm) with frame, make Bruynzeel or equal, L type Brucoral and toplight window equipped with safety wire glass, shall be delivered and installed as indicated on the drawing. Provide door with:</p> <ul style="list-style-type: none"> - 3 ea ball bearing hinges, heavy duty type ** - Lips or equal mortise cylinder lock, type 2400 with matching cylinder, covers and fixing material - door handle with latches, make Lips or equal, type 6010 and 7803 <p>Door, frame and new wood shall be primed, sanded, filled, primed, sanded and painted twice, fully hiding.</p> | L |

2.60			Power supply	
01		LS	Adaptation of the electrical provisions such as lighting, cable ducts, switches etc.	L
02	2	ea	Deliver and install emergency light fixtures, dentral self-test, type DVA-PL/B/1/ZT/R or equal in the hallway, partitioning 1/3 and distance 2/3.	

NL748GS000617P (SPECIFICATION EN)**SECTION I****GENERAL DESCRIPTION AND ADMINISTRATIVE
CONDITIONS****1.00****GENERAL**

01

The work consists of the replacement of the existing sliding wall between room 101 and room 101a by a fixed panel type wall and the optional construction of a ramp for handicap access.
Building P00003, US Army Garrison, Borgerweg 10, Schinnen.

02

This technical description covers all labor and material required to execute the work as described hereafter and the resulting work.

03

All legal directions, guidelines, construction norms and warranty conditions edited by or on behalf of the Dutch and US Government and the Dutch ARBO legislation with all related appendices apply to this job. One week prior to commencement of the work the contractor will submit the ARBO plan to the COR for his approval.

04

The contractor is expected having received all necessary information and to be aware of the local situation.

05

All quantities listed in these specifications are to aid the contractor and may not necessarily represent the true and exact requirements necessary for the work to be performed. Each bidder himself is responsible for determination and/or assessment of individual quantities required for these technical specifications and cannot hold the US Government or its representative responsible for the quantities given herein.

Besides, the contractor awarded with the specifications is responsible to perform all work, regardless of quantity estimates given herein.

06

The contractor at his expense shall repair all damages and such resulting from the work mentioned.

07

All **materials, without exception** shall be new, unused and be equivalent to the materials replaced and comply with the relevant test requirements.

- 08 **Warranty:** The contractor shall guarantee, in writing all delivered materials and activities resulting from these specs for the period of one (1) year, effective the date of final acceptance inspection, or for the period such work and materials are guaranteed by Netherlands law, the longer guarantee period being sustained.
- 09 Materials and other items removed from the work mentioned and which will not be reused shall be stored carefully/removed from the site, these things mentioned in close coordination with the COR.
- 10 LS The contractor shall thoroughly clean the jobsite
- 11 The contractor is required to take precautions to prevent hindrance/nuisance because of noise, dust etc. these things mentioned to the satisfaction of the COR.
12. As built drawings: the contractor shall submit to the COR as built drawings in triplicate within five (5) days before pre final acceptance will take place. On these drawings the contractor will neatly indicate in red the possible changes of the work executed.
13. Applicable drawings: 01
- 14 **HOT- WORK PERMIT :** At least 24 hrs prior to commencing any work involving open flame operations, welding operations, or other hazardous potential fire actions the contractor will request that the COR coordinates the issue of a Hot-Work Permit. Subject permit will be issued by DES Fire Prevention Office.

SECTION II

EXECUTION

10

SHORING AND DEMOLITION WORK

10.00

LS

The demolition work can be established from the differences between the new and present situation and the below description with reference to the drawing. Also, all related demolition and dismounting belongs to the scope of this contract. Storage of materials for re-use shall be coordinated with the COR. Prior to start the demolition work the contractor will submit a planning for approval to the COR. This planning will indicate the method of demolition as to avoid the nuisance as much as possible.

K

10.10

Demolition work

01.

LS

Demolish and/or remove:

K

- removal and immediate disposal at the expense of the contractor of the existing sliding wall incl. accessories of rooms 1.01 and 1.01A.
- all demolition work to existing ceiling and related timberwork required for a proper execution of the works described.
- removal and immediate disposal at the expense of the contractor of the existing in rooms 1.01 and 1.01A.

OPTIONAL:

2

M2

Removal of the existing tile pavement at location of the raised sidewalk at building entrance bldg P0003.

K

12			GROUNDWORK	
12.00			<u>General</u>	
01.			- <u>Provisions</u>	
			- Provisions shall be taken before or during the execution of groundwork to avoid sagging, damaging of adjacent structures, existing pavements, sewer lines, fences, lines etc.	
			- These provisions require COR approval.	
			- The contractor will take provisions to avoid fouling of the public road as well as all internal roads.	
			- If, despite the provisions taken damages or contaminations occur, these will be repaired by the contractor at his expense at first request. oil for backfilling etc.	
			Soil and garden mould for backfilling will be delivered if this cannot be obtained from the site.	
12.10			<u>Preparatory work</u>	
01.			Trees, bushes, rubble, trash and vegetation that will not have to be maintained shall be removed. Vegetation shall be removed incl. roots and disposed off. Planting shall only be removed if necessary for the construction, these things mentioned in coordination with the COR.	
12.30			<u>Excavation work</u>	
01			<u>Area to be paved</u>	K
	0.5	m3	Excavate all areas to be paved with tiles in such a way that at least a layer of 100 mm sand can be laid or is present. Excavate for the pavement described in chapter 15.	
			<u>Removed soil</u>	
		LS	Removed soil shall be used for the execution of the project.	K
12.40			<u>Backfilling and raising</u>	
01			<u>Below pavement</u>	
	2	m3	Sand shall be delivered and mechanically compacted at location of the tile pavements, final layer thickness at least 100 mm/	K

15			PAVEMENT	
15.00			General	
01.			The top of the new pavement shall be smoothly connected to the existing pavement. The pavement shall be drained towards the street.	
02.			Upon completion of the daily activities the pavement shall be compacted mechanically and swept by using street sand. Upon completion of the entire pavement work, it shall again be swept by using street sand under addition of water.	
15.10			Pavement to be made	
01.	13	m2	<p>Deliver and install concrete tiles 300x300x45/300x150x45 mm with adapters. Lay new pavement in a smooth manner around the building by using ledge stones. The new pavement shall be well connected to the existing pavement of next to building 3.</p> <p>The difference in height between the new pavement and the top of the threshold at the entrance shall not exceed 6 mm. The gap between the newly made pavement and the existing threshold shall be filled with cement and finished smoothly.</p>	K
02.	9	m1	<p>Deliver and install ledge stones 10/35 incl. all matching corners and adapters. Ledge stones to be laid in lean concrete to enclose the ledging of the pavement as indicated on specification drawings. Tiles shall protrude 5 cm over the tile pavement at location of the ramp.</p>	K
03		LS	Ramp	
			A ramp shall be constructed. The maximum incline shall not exceed 1:20 for this ramp. Passages to the level surface shall be made smoothly.	K

43			METAL
43.10			<u>Miscellaneous</u>
01.		LS	All required brackets, anchors, fastening materials, wire nails, screws, bolts etc required for a proper execution of the work.
43.20			Steel hand railing
01	6	m1	<p>Deliver and mount a thermally zinc coated steel hand railing along the L newly made path.</p> <p>The hand railing shall be constructed of the following parts:</p> <ul style="list-style-type: none"> - single sided installation of hand railing made of KEE Klamps, 8 series. - pipes diam. 43.8 mm, powder coated - hand railing shall be made of 4 posts with 2 horizontal bars, parallel to ramp. 600 and 900 mm high. - the entirety shall be mounted by using chemical anchors.

44.			CEILING AND WALL SYSTEMS	
44.00			<u>General</u>	
01.			All parts for incorporation into the wall such as handles, closures, etc shall be installed by the contractor in the panel type wall.	
44.10	1	ea	Deliver and install a Uniflex Panel type wall or equal.	K
01			<ul style="list-style-type: none"> - Type: 100 100µm. - Dimensions: 3100x10600 mm - Panel type walls to be provided with single point suspension and E collection system - Panel type wall to be executed in NE element, min size 1000 mm and max. size 1250 mm. The end panel shall be a TE type element. Precise dimensions to be verified on the site. - U profile at collection point , at least 100 mm deep. - Panel type walls to be finished in UNI color to be determined on the site - Panel type wall manually operated - All profiles, rails and mounting systems shall be part of this contract. 	
02		LS	Repair of ceiling construction matching the existing situation in such a manner that is fits the new situation perfectly.	K

45 INTERIOR TIMBERWORK

45.10 Baseboards

All wood and wood products used in the progress of this contract shall be in the possession of the FSC mark.

45.20 Remaining timberwork

- | | | | |
|-----|----|----|--|
| 01 | 21 | m1 | 18 mm thick, Meranti multiplex strips shall be installed along the K newly installed panel type wall.
- room 101 and 101A |
| 02. | | LS | Where necessary, clods, clamps, finishing laths etc shall be used if K required for a proper execution or if indicated on the detail drawings.
All other timberwork for a solid finish. |

47. PAINTING

47.00 General

01. All painting products to be used shall be of the make Sigma Coating or equal.

47.10 Interior painting

01.	LS	Paint inside: all visible timberwork, color RAL 9001.	K
-----	----	--	---

47.20 Exterior painting

			<u>OPTIONAL</u>
01.	7	m1	The ledge stones at location of the ramp. Color RAL 1023, traffic L yellow
	7	m1	The hand railing at location of the ramp. Color RAL 5010, "blauw L genziaan"

CLAUSES INCORPORATED BY FULL TEXT

SCOPE OF WORK

(a) The Contractor shall furnish all necessary personnel, materials, facilities, related supplies and services required to perform the work set forth herein and in the attachments of this contract (except materials, equipment, utilities or services, if any, specified herein to be furnished by the United States Government).

(b) The following changes to the specifications shall apply:

None

(c) SPECIFICATIONS

Pages 17 to 40

(d) IMPORTANT NOTE TO ALL BIDDERS:

There are references in the contract specifications to specific brand names of products and materials. Bidders are advised that the provision of equal items from other manufactures is authorized so long as those replacement items equal or exceed the quality, technical and salient functional characteristics of that particular brand name item. All questions regarding this issue should be directed to:

USAG SCHINNEN – DPW- EPS DIVISION
ATTN: MR. NOEL VAN ZANDVOORT
BORGERWEG 10
6365 CW SCHINNEN
TEL: 046/443 74 22

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if

completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

INSPECTION AND ACCEPTANCE

Requirement for inspection and acceptance is contained in Clause "INSPECTION OF CONSTRUCTION (AUG 1996)" (FAR 52.246-12). Pursuant to this clause:

- (a) Contractor shall, within five (5) calendar days after award date of the contract, submit to the Contracting Officer a copy of the quality control plan together with a copy of inspection system and work progress chart. (The Contracting Officer will review quality control plan, inspection system and work progress chart. After acceptance of proposed plan, system and chart, the COR will make required arrangement for inspection/test and acceptance of completed work.)
- (b) The COR will (i) perform inspection/test (ii) determine if work conforms to contract requirements. If yes, accept the work as appropriate. If not, reject acceptance and require Contractor to replace or correct work found not to conform to contract; (iii) in case Contractor fails to promptly replace or correct rejected work advise the Contracting Officer to take necessary repurchase action.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12-OCT-2007	0	USAG SCHINNEN - DPW - EPS DIVISION VAN ZANDVOORT NOEL (USAG SCHINNEN, DPW) BORGERWEG 10 6365 CW SCHINNEN NETHERLANDS 360-7422 FOB: Destination	W81X4N
0001AA	12-OCT-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0001AB	12-OCT-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0002	21-SEP-2007	0	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0002AA	21-SEP-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0003	07-SEP-2007		(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0003AA	07-SEP-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0003AB	07-SEP-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0004	24-AUG-2007		(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0004AA	24-AUG-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N
0004AB	24-AUG-2007	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81X4N

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than .*** The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

*** **NL748GS000617P - 24 August 2007**
NL748EZ000577P – 07 September 2007
NL748GE000937P – 21 September 2007
NL748HC000587P – 12 October 2007

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of €150.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

CCE-236-4003 NOTICE TO PROCEED

The notice to proceed will be provided as indicated below:

☒ The effective date of contract will constitute the date of notice to proceed.

☐ A notice to proceed letter will be issued.

☐ The date of the letter transmitting the contract will constitute the date of the notice to proceed.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

PREPARATION, SUBMISSION OF INVOICES AND PAYMENT

- (c) Contractor shall submit four (4) signed copies of each invoice (one copy shall be marked "ORIGINAL" to the Contracting Officer's Representative (COR) / Acceptance Point of Contact (POC).

USAG SCHINNEN
ATTN: MR. NOEL VAN ZANDVOORT
BORGERWEG 10
NL-6365 CW SCHINNEN

- (d) Invoice shall be submitted for each progress payment requested.

ADDITIONAL INVOICE INFORMATION (CONST)

Invoice must include the appropriate lump sum amount due, percentage of work completed, or an itemized listing of quantities (by building, if applicable) and a description of items and discounts accurate in accordance with the Schedule and the terms and conditions of the contract. In addition, the invoice shall specify the date on which all work, or to portion or percentage of work invoiced under the contract, was completed. Taxes and duties as set forth in Clause BEN-232-4003 entitled "TAX RELIEF", will be listed and excluded from invoice prices.

CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (March 2005)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

- (e) SWIFT CODE
- (f) BLZ or BANK ROUTING NUMBER
- (g) ACCOUNT NUMBER
- (h) BANK NAME
- (i) International Bank Account Number (IBAN) (If Applicable) ---

Section H - Special Contract Requirements

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

US Holidays Work Can be performed on U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays Work Can be performed on local Host Nation* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

* Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:

New Year's Day	January 1 st
M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February
Memorial Day	last Monday in May
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	4th Thursday in November
December	
Christmas Day	December 25th

The Netherlands holidays are:

New Year's Day	01 January
Good Friday	Varies yearly
Easter Monday	Varies yearly
The Queen's Birthday	30 April
Ascension Day	Varies yearly
Whit-Monday	Varies yearly
Christmas Day	25 December
Boxing Day	26

The Belgium holidays are:

New Year's Day	01 January
Easter Monday	varies yearly
Labor Day	01 May
Ascension Day	varies yearly
Whit-Monday	varies yearly
National Independence Day	21 July
Assumption	15 August
All Saints Day	01 November
Armistice Day	11 November
Dynasty Day	varies yearly
Christmas Day	25 December

Luxembourg holidays are:

New Year's Day	01 January
Carnival Monday	varies yearly
Easter Monday	varies yearly
May Holiday	01 May
Ascension Day	varies yearly
Whit-Monday	varies yearly
National Holiday	23 June
Assumption	01 November
All Souls' Day	02 November
Christmas Day	25 December
Christmas Day	26 December

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen, Nordrhein- Westphalia,Rhineland-Palatinate and Saarland)	Varies
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August
Day of German Unity	01 November
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	03 October
1 st Christmas	25 December

2nd Christmas Day

26 December

CCE 204-4005 CONVENTIONAL FORCES EUROPE (CFE) TREATY VERIFICATION INSPECTION (March 2005)

Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty inspection teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The contractor shall provide access to such structures and containers at the request of the Government. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil> .

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: __USAG SCHINNEN (Mr. Noel Van Zandvoort)____

Location: __USAG SCHINNEN, DPW_____ Building No: __37__

DSN Phone No: __360-7422__ Commercial Phone No: __046/443 74 22_____

Installation Access Control Office:

Location: _USAG SCHINNEN_____ Building No: ____2____

DSN Phone No: __360-7559__ Commercial Phone No: __046/443 7559_____

SPECIAL INSTRUCTIONS
TRANSLATION

Drawings, specifications, instructions, or other documents furnished to the Contractor by the Government in connection with the performance of the work shall be in the English language only. Such translations thereof as are necessary or proper for the performance of the work shall be provided by the Contractor. Errors or omissions in such translations from the Government furnished drawings, specifications, instructions or other documents shall be the responsibility of the Contractor. The English text shall apply in the event of disagreements occasioned by differences between the text and the Contractor's translation of drawings, specifications, instructions or other documents furnished by the Government pursuant to the provisions of the contract. All correspondence, drawings, and other documents submitted by the Contractor shall be entirely in English, except as otherwise provided in the contract.

LIABILITY

For the purpose of this contract the Contractor is considered as an independent Contractor and not as an agent of the US Government. During the performance the Contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees against any actions or claims for all damages to persons or property, including death arising or resulting from fault, negligence, wrongful act or wrongful omission of the Contractor.

SAFETY AND CONTRACTOR LIABILITY AT WORK SITE

(a) *Fire protection and Prevention.* The contractor shall comply with the fire protection and prevention regulation and fire defense plan prescribed for buildings in which work is to be performed. A copy of the regulation and plan is on file with the Contracting Officer or his representative.

NOTE: Under no circumstances shall contractor store flammable material within Government buildings.

(b) *Lost Articles.* Except when loss arises out of causes beyond the control of the contractor, the contractor is absolutely liable for any loss to Government property. This excludes Government buildings, equipment, and vegetation covered under FAR clause 52.237-2 entitled "Protection of Government Buildings, Equipment, and Vegetation" (see section I). The contractor is also absolutely liable for any lost, damaged or missing personal property except when loss or damage arises out of causes beyond the control of the contractor. The Contracting Officer, upon receipt of a claim for missing Government property or personal property missing, damaged or destroyed may deduct the amount of the claim using a depreciated value as determined by Army Regulation (AR 735-11), or related claims procedures, from any invoice under this contract. Personal property is defined as property owned or leased by U.S. Government employees for their own personal use located in the same Quarters building where the contractor is cleaning pursuant to this contract. All lost or misplaced articles found by his employees shall be turned in to the Contracting Officer or the COR.

(c) *Building Security.* Contractor personnel shall assure that all equipment is stored in designated storage areas together with supplies upon completion of work in accordance with applicable U.S. Government security procedures (see section H, "Pre-Performance Conference"). When buildings are unoccupied, lights, water outlets and blowers shall be turned off and windows closed and locked on a floor-to-floor basis as work progresses, followed by locking of all exterior doors upon completion of work. The contractor shall be responsible for any losses or damages arising from his failure to secure buildings during and after working hours. The contractor will be required to sign for keys in accordance with applicable U.S. Government procedures. The contractor shall remain liable for replacement of lost U.S. Government keys or for replacement of locks except where such loss articles out of causes beyond the control of the contractor.

TAX RELIEF (FOREIGN COUNTRIES OTHER THAN GERMANY)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the contractor's Government. The following taxes and duties have been excluded from the contract price:

<u>Name of tax</u>	<u>Rate (percentage)</u>
VAT/TVA/BTW	
_ % _____	_____

(b) The contractor's invoice shall list separately the gross price, amount of tax deducted and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the contractor shall ensure the United States Government's exemption from these taxes. The contractor may obtain a refund of the import duties from its Government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(REF DFARS 252.229-7001)

ACCESS OF CONTRACTOR'S PERSONNEL TO COMMISSARY AND PX

The Contractor's personnel can have access during the duration of the contract to the U.S.-operated snackbar. Contractor's personnel are not entitled to commissary and PX privileges and will not attempt to obtain, in any way, duty-free merchandise. A violation of this restriction will result in immediate removal of the personnel involved.

SCHEDULE OF CONTRACT WORK

(i) Within five (5) days after award of the contract, the Contractor shall submit a contract work schedule to the Contracting Officer for review and acceptance. This schedule shall :

(i) Address each payment sub-line item listed in the bidding schedule separately.

(2) Be in the form of a horizontal bar chart. The subline item schedule of activities shall be listed schedule of activities shall be listed down the left side of the page. A time scale shall run across the bottom of the page. Each work item shall be represented by a bar starting with the schedule start date and running continuously to the completion date.

(3) List with each work item a corresponding cost representing the total cost, such as material, labor, equipment, and overhead associated with that item. The total cost of the work items shall be equal to the complete value of the contract and need not reflect each facility separately.

(4) Include a projected earning curve. The projected earning curve is a plot of Contractor's earning on the vertical axis and the contract duration on the horizontal axis. The earning figure shall relate to the complete value of the contract and need not reflect each facility separately.

- a. Be on one page with a maximum dimension of 36" x 48". The Contractor shall submit the projected earnings curve on the same page. The initial submittal shall include four (4) copies ; one (1) copy of which will be returned to the Contractor when approved.
- (b) Each time Contractor submits a payment request under the instant contract he/she shall also submit three (3) copies of the bar chart. The bar chart shall be annotated by indicating the percent complete for each activity directly on the bar. The projected earnings curve shall be annotated by plotting actual earnings versus time on the same graph. Those work items reflecting performance which is behind schedule by fifteen (15) calendar days or more shall be fully explained in detail giving the reason for delay and the Contractor's plan for timely completion within the schedule.
- (c) The work schedule and projected earnings curve shall be revised to reflect any and all modifications issued to this contract as they are issued. Format and numbers of copies as defined above, shall be submitted for Contracting Office approval.
- (d) Contractor may, as an option, submit to the Contracting Officer for review and acceptance a time related network analysis in lieu of the bar chart.

PREPERFORMANCE CONFERENCE

The Government will schedule a pre-performance conference after contract award but prior to commencement of work on site. Upon award of contract the Contractor will be advised of date, time, address, and place of conference. Contractor shall attend this conference.

ENVIRONMENT LAWS.

All materials should meet regional, provincial, national and local ecology laws in respect to all materials and their disposal. Contractor will be insured against and solely responsible for any ecological damage caused both to US and Host Nation interested parties. Furthermore, the Contractor agrees to hold the US Government harmless in any lawsuit concerning ecological damages.

WEATHER DELAYS

Reference paragraph (b) (1), FAR 52.249-10 Clause "DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984)". Unless unusually severe (seasonal) weather conditions prevails, no extension will be granted for delays experienced by the Contractor. A log book shall be kept by the Contractor to record weather conditions, and any eventual inclemency's which may preclude the continuation of work in accordance with the requirements of tender document "Marchés Publics – 1978, chapter I, Item 28" (for BELGIUM) or "ABB 1968" (for THE NETHERLANDS). This log book shall be presented as a summary of the work performed, the weather conditions and the report on personnel attendance on the work site. It shall serve as a base for determining the final completion date of the works.

PERFORMANCE STANDARDS

- (i) In the event of conflict between the applicable standards and any requirement or condition of the specifications and the contract, the specifications and the contract shall govern.
- (ii) Copies of the applicable Dutch standards and regulations will not be furnished with this specifications. US Army, Government specifications, regulations and other publications made part of this contract by reference herein are available for reading at the local facilities engineering office located at :

USAG SHINNEN – DPW
BORGERWEG 10
NL-6365 CW SCHINNEN

MEASUREMENTS AND QUANTITIES

Unless stated otherwise, all quantities and measurements listed in the specifications, drawings, and price breakdown are estimates only. The offeror themselves shall familiarize with the job site, determine the extent, nature and scope of work as appropriate.

QUALITY CONTROL PROGRAM

The contractor shall establish and maintain a complete quality control program to assure the requirements. THE CONTRACTOR'S QUALITY CONTROL PROGRAM SHALL BE SUBMITTED TO THE CONTRACTING OFFICER WITHIN FIVE (5) DAYS AFTER AWARD and thereafter as changes occur. In addition to requirements in the specification or statements of work, the Contractor's quality control plan must have as a minimum:

- (i) Identification and clearly defined authority of key personnel under the Contractor's organization.
- (ii) A quality control inspection system covering general and specific tasks included in the contract scope of work. It should specify tasks or areas to be inspected on either a scheduled or unscheduled basis, and the manner in which inspections are to be conducted.
- (iii) The names of firms or individuals tasked to perform inspections and the extent of their authority. This may be in the form of an organization chart or other form approved by the Contracting Officer.
- (iv) Proposed test methods, including names of technicians or qualified testing laboratories to be used, if applicable. Tests must be specified.
- (v) A method of identifying deficiencies in the quality of services or construction performed before the level of performance becomes unacceptable.
- (vi) A method of documenting and enforcing quality control operations of prime or subcontractor work, including inspection and testing.
- (vii) Key control, internal control, or security procedures, if applicable.
- (viii) Any winterization plans and procedures for outdoor and exposed contractor and Government furnished equipment, if applicable.
- (ix) A method of identifying deficiencies in the quality of manufacturing, services, or construction performed before the level of performance becomes unacceptable.

- (x) Detailed information specifying the types of action the contractor will take to correct deficiencies and prevent their recurrence.
- (xi) Detailed information on the inspection methods used and proposed test methods, including names of technicians or qualified testing laboratories to be used, if applicable. Tests must be specified.

CONTRACTOR RESPONSIBILITY (CONSTRUCTION)

- (i) Contractor Supervision. Pursuant to FAR 52.236-6 Clause “SUPERINTENDENCE BY THE CONTRACTOR (APRIL 1984)”, contractor shall supervise his/her employees to ensure compliance with contract standards. Contractor or his/her representative shall be present at all times during work performance at contract site.
- (ii) Host Nation Safety Requirements. In addition to the safety requirements set forth in FAR 52.236-13 Clause “ACCIDENT PREVENTION (APRIL 1984)”, Contractor shall comply with Host Nation Safety Regulations. In case of conflict between Host Nation and US Standards, the more stringent standards shall govern.
- (iii) Fire Protection and Prevention. The Contractor shall comply with fire protection and prevention regulation and fire defense plan prescribed for buildings in which work is to be performed. A copy of the regulation and plan is on file with the Contracting Officer or Contracting Officer Representative (COR).

NOTE: UNDER NO CIRCUMSTANCES SHALL CONTRACTOR STORE FLAMMABLE MATERIAL WITHIN GOVERNMENT BUILDINGS.

- (iv) Lost Articles. Contractor shall be responsible in the event of theft by his personnel of Government property or personal property of Government personnel, civilian or military. All lost or misplaced articles found by his/her employees shall be turned in to the COR.
- (v) Protective Measures. In addition to FAR 52.236-9 “PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APRIL 1984)”, Contractor shall provide barricades and precaution signs in both English and the Host Nation language for the safety of inhabitants and passers-by. Contractor shall be responsible for removal of furnishings and equipment as required for preparation of work sites as well as for reinstallation thereof. Contractor shall replace any furnishings and equipment at their original locations upon completion of contract work.
- (vi) Building Security. Contractor employees shall assure that all equipment is de-energized and stored in designated storage areas together with supplies upon completion of work. When buildings are unoccupied – lights, water outlets, and blowers shall be turned off and windows closed and locked on a floor-to-floor basis as work progresses, followed by locking of all exterior doors upon completion of work. Keys to buildings shall be deposited with the COR. Contractor shall be responsible for any losses or damages arising from failure to secure buildings during and after working hours by his/her personnel.

- (vii) **Clean Up.** In accordance with Contract Clause FAR 52.236-12 "CLEANING UP (APRIL 1984)", Contractor shall be responsible for cleaning up. Accumulated dirt and debris shall be hauled off, and disposed of in accordance with Host Nation Law, at least once a week by the Contractor. Stairwells used by the Contractor during execution of work shall be cleaned daily. Cloths, mops, and brushes containing combustible materials shall be disposed of or stored outside of the buildings in tight, covered, metal containers. Paints and thinners shall not be poured into inlets of the interior or exterior sewage system. Paints, stains, and other residues on adjacent surfaces or fixtures caused by the Contractor shall be carefully removed and cleaned to original finish. Upon completion of the work, the Contractor shall remove all construction equipment, materials, and debris resulting from contract work. The entire work site and the area used by the Contractor personnel shall be left clean.

Turn-in Salvage Material. The Contractor shall be responsible for salvage. All dismantled materials indicated for turn-in by the specification or as directed by the COR shall be enumerated in a roster prepared by the Contractor and turned in to Government disposal office/yard selected by COR. Contractor shall obtain a hand receipt for the materials turned in and attach the hand receipt to his final invoice. Turn-in times shall be as directed by the COR.

PERMISSION TO EXCAVATE

- (a) Contractor shall locate required excavation site and prior to excavation obtain COR's written permission to excavate.
- (b) COR will inform Contractor how to obtain and when to release permission for excavation.
- (i) The written permission to excavate will include the location of all known utility and communications lines not identified in the specifications/drawings and all physical data not covered in the specifications /drawings necessary to minimize utility and communication line outages.

In case Government representatives delay release permission of excavation or instruct Contractor to perform work not covered by contract, Contractor shall, immediately, in writing, inform the Contracting Officer.

INSTRUCTION FOR CONTRACTOR'S QUALITY CONTROL PLAN (UAI 46.201(104) AND UAI 46.302(100))

- (i) The Contractor shall prepare and present a Contractor's Quality Control Plan (CQCP) to the COR (or receiving activity, if no COR has been appointed) at the pre-performance conference for review and concurrence.
- (ii) The Contractor will provide a copy of the approved CQCP annotated with the Contract number to the Contracting Officer at the below address not later than the performance start date:

US ARMY CONTRACTING COMMAND EUROPE
REGIONAL CONTRACTING OFFICE
LEUVENSESTEENWEG 13
B-1932 SINT STEVENS WOLUWE

- (iii) In addition to any requirements in the specification or statement of work, the Contractor's quality control plan must have as a minimum:
 - (a) Identification and clearly defined authority of key personnel under the Contractor's organization.

- (ii) A quality control inspection system covering all general and specific tasks included in the contract scope of work. It should specify tasks or areas to be inspected on either a scheduled or unscheduled basis, and the manner in which inspections are to be conducted.
- (iii) The names of firms or individuals tasked to perform inspections and the extent of their authority. This may be in the form of an organization chart or other form approved by the Contracting Officer's Representative (COR).
- (iv) Proposed test methods, including names of technicians or qualified testing laboratories to be used, if applicable. Tests must be specified.
- (v) A method of identifying deficiencies in the quality of services or construction performed before the level of performance becomes unacceptable.
- (vi) A method of documenting and enforcing quality control operations of both prime and any subcontractor work, including inspection and testing.
- (vii) Any key control, internal control, or security procedures, if applicable.
- (viii) Any winterization plans and procedures for outdoor and exposed contractor and government furnished equipment, if applicable.
- (ix) A method of identifying deficiencies in the quality of manufacturing, services, or construction performed before the level of performance becomes unacceptable.
- (x) Detailed information specifying the types of action the Contractor will take to correct deficiencies and prevent their reoccurrence.
- (xi) Detailed information on the inspection methods used and proposed. Test methods, including names of technicians or qualified testing laboratories to be used, if applicable. Tests must be specified.

GOVERNMENT-FURNISHED UTILITIES

- (i) Utilities. Water and electrical power required for the execution of this project will be made available to the Contractor without charge, in accordance with the contract clause "AVAILABILITY AND USE OF UTILITY SERVICES (APRIL 1984), FAR 52.236-14. Necessary connections to lines shall be made by the Contractor without additional cost to the Government. Electrical connections or temporary installations shall be made in accordance with VDE 0100. No other material, equipment, or services shall be furnished by the Government unless expressly stated elsewhere herein.
- (ii) Telephones. Telephone facilities shall be made available without charge at a location designated by the Contracting Officer to make calls within the military reservation areas only. Use of telephones in family quarters by the Contractor or his/her employees or Sub-Contractors is strictly prohibited.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	AUG 1987
52.248-3	Value Engineering-Construction	SEP 2006

52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.236-7006	Cost Limitation	JAN 1997
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

- (1) Identify the assignee by name and complete address; and
- (2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
		EZ000577P
		GE000937P
		GS000617P

(End of clause)

CCE 236-4001 PERMITS AND RESPONSIBILITIES (March 2005)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations applicable to the performance of the work. The Contractor shall also take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work that may have been accepted under the contract.

Section J - List of Documents, Exhibits and Other Attachments

NL748HC000587P(SPECIFICATIONS NL)**AFDELING 1****ADMINISTRATIEVE VOORWAARDEN**

01. Het werk bestaat uit het geschikt maken van gebouw 6a voor de Dutch CPO op het terrein van USAG aan de Borgerweg 10 6365CW te Schinnen.
02. Deze technische omschrijving dekt alle arbeid en materialen, benodigd om de werkzaamheden zoals hierna nader toegelicht, en de daaruit voortvloeiende werkzaamheden te kunnen uitvoeren.
03. alle wettelijke voorschriften, richtlijnen, bouwnormen en garantiebepalingen door of namens de Nederlandse Regering en de US Government uitgevaardigd, inclusief de ARBO wetgeving en alle bijbehorende resoluties.
04. De aannemer wordt geacht alle inlichtingen te hebben ontvangen en van de toestand ter plaatse op de hoogte te zijn.
05. Alle hoeveel- en grootheden vermeld in dit bestek dienen om de aannemer behulpzaam te zijn, en hoeven niet perse de ware en juiste behoeften weer te geven benodigd voor het uit te voeren werk. Iedere bieder is zelf verantwoordelijk voor het bepalen en/of beoordelen van afzonderlijke hoeveel- en grootheden van dit technische bestek, en de US Gouvernement (opdrachtgever) of diens plaatsvervanger kan nooit verantwoordelijk gesteld worden voor de hierin vermelde hoeveel- en grootheden.
Benevens is de aannemer die het contract van dit bestek toegewezen heeft gekregen er verantwoordelijk voor dat al het werk even als benodigde werk uitgevoerd wordt, ongeacht de hierin vermelde hoeveelheden.
06. Alle beschadigingen en dergelijke, voortvloeiende uit genoemde werkzaamheden dienen door de aannemer op diens kosten te worden hersteld.
07. Alle **materialen, zonder uitzondering**, dienen nieuw en ongebruikt te zijn en te voldoen aan de betreffende

keuringseisen.

08. **Garantie:** de aannemer dient alle geleverde materialen en werkzaamheden voortvloeiend uit dit bestek voor de periode van een (1) jaar na datum definitieve oplevering schriftelijk te garanderen of voor de periode waarvoor dit werk en deze materialen gegarandeerd worden door de Nederlandse wet de langste periode in achtnemend.
09. Verwijderde materialen enz. voortkomend uit genoemde werkzaamheden en welke niet (meer) hergebruikt kunnen worden, dienen zorgvuldig opgeslagen/afgevoerd te worden, e.e.a. in overleg met de C.O.R.
10. De aannemer is verplicht het werk- (terrein) grondig schoongemaakt en bedrijfsklaar op te leveren.
11. De aannemer is verplicht voorzorgsmaatregelen te treffen, ter verhindering van overlast/hinder t.g.v. geluid, stof enz. E.e.a. tot genoegen van de C.O.R.
12. Revisie tekeningen: de aannemer dient uiterlijk vijf (5) dagen voor vooroplevering in drievoud revisietekeningen te overhandigen aan de COR. Hierop dient de aannemer nauw- keurig in rood eventuele wijzigingen van het verrichtte werk aan te geven.
13. Van toepassing zijnde tekeningen:
Plattegrond op pagina 6
14. HOT WORK PERMIT: Tenminste 24 uur voor aanvang van werkzaamheden m.b.t. open vuur, lassen of andere brandgevaarlijke werkzaamheden dient de aannemer de C.O.R. te verzoeken te coördineren bij het verkrijgen van een Hot Work Permit. Deze vergunning zal door Directorate of Emergency Services verleend worden.
15. De aannemer is verantwoordelijk voor de berekening van de complete constructie. Hij levert de berekening en werktekening aan de COR ter goedkeuring twee weken voor de aanvang van het betreffende onderdeel.

AFDELING II**UITVOERING**

10.			Bouwkundige voorzieningen	
10.00			Stut- en sloopwerk	
.01	pm		<p>Twee weken voor aanvang van de sloopwerkzaamheden dient de aannemer een werkplan ter goedkeuring van te COR te worden overlegd.</p> <p>Hierin moet worden aangegeven op welke wijze het sloopwerk plaatsvindt zodat de hinder tot minimum beperkt blijft.</p> <p>Het sloopwerk is af te leiden uit het verschil van de bestaande- en nieuwe toestand en uit de onderstaande omschrijving met verwijzing naar de tekening.</p> <p>Gesloopt moet worden:</p> <ul style="list-style-type: none"> - De bestaande buitenwand voor het aanbrengen van het nieuwe raam. - Bestaande vloerbedekking verwijderen. - Plafond voor het aanpassen ter plaatse van de nieuwe wand met deur. - de cilinders van deuren hal/118 en 118/117 verwijderen. 	K
10.10			Wanden	
.01	10	m2	<p>Leveren en aanbrengen van Gyproc o.g. Metal Stud-scheidingswand o.g. tussen de ruimtes 118 en 119, als aangegeven op de tekening.</p> <p>De wand moet worden opgebouwd uit:</p> <ul style="list-style-type: none"> - Thermisch verzinkt stalen profielen horizontaal MSH 75 en verticaal MSV 75. - Gyproc o.g. 4xABA-platen per zijde 12,5 mm. - Alle naden en hoeken moeten worden gewapend met Gyproc o.g. zelfklevende voegband G50. - Hierna vullen met Gyproc o.g. Jointfiller 120 en glad worden afgewerkt met Gyproc Jointfinisher Mix geschikt voor schilderwerk. - Ter versteviging moeten de wanden aan de dakconstructie worden bevestigd. - Alle nieuwe wanden onderlangs bij de vloer afwerken met plinten van Dark Red Meranti, bevestigd met koperen lenskop schroeven voorzien van facetring en pvc pluggen. - Alle wanden schilderen met high grade afwasbare latex. - Plinten 4 x behandelen met blanke vernislak. 	K
10.20			Ramen, deuren en kozijnen.	
.01	1	st	Als aangegeven op de tekening moet een enkele stompe gesloten deur inclusief kozijnen met	K

bovenlicht worden geleverd en aangebracht van het fabricaat Bruynzeel o.g. type Burocal . De deur voorzien van:

- per deur 3 stuks kogelscharnieren kwaliteit zwaar **.
- 3 deuren voorzien van Lips insteekslot type 2400 o.g. met bijbehorende cilinder, dek- en montageplaten.
- kruk met langschilden type 6010 en 7803.

Deuren, kozijnen en nieuw hout gronden, schuren plamuren, gronden schuren en 2x dekkend schilderen. Glaslatten 4 x behandelen met blanke vernislak.

.02	1 st	Leveren en plaatsen van houten raamkozijn met draai/kiepraam in lokaal 119. Voorzien van thermische beglazing overeenkomstig de bestaande beglazing. Hout moet duurzaam geproduceerd zijn, kwaliteitsklasse C. Inclusief afdichtings- en aansluitvoorzieningen. Uit te voeren overeenkomstig bestaand raam in lokaal 119.	L
.03		Nieuwe langschilden plaatsen op de deuren hal/118 en 118/117. Langschilden zonder cilinder gat.	
10.30		Plafonds.	
.01	pm	Ter plaatse van de nieuw te installeren wand moet het systeemplafond worden aangepast.	K
10.40		Vloerbedekking.	
.01	95 m2	De ruimtes 115 t/m 119 voorzien van nieuwe vloerbedekking marmoleum dik 3,2 mm., kleur 2054(blauw), fabr. Krommenie of gelijkwaardig. Alvorens de vloerbedekking aan te brengen dient de ondervloer voorbehandeld te worden met egaline. Banen onderling te lassen met linoleum lasdraad in bijpassende kleur. Langs de randen afkitten.	K
10.50		Schilderwerk	
01.		Alle te verwerken verfprodukten van het fabricaat Sikkens of gelijkwaardig, systeem omschrijving volgens standaard referentiebestek 1984. Indien twee lagen van dezelfde kleur over elkaar worden aangebracht, moeten beide lagen onderling van tint verschillen. Na droging moet de kleur van de laatst voorgeschreven laag overeenkomen met die van het droge kleurmonster.	

.02	pm	<p>Geschilderd moet worden in ruimtes 115 t/m 119:</p> <p>Binnen: al het zicht blijvende houtwerk/ staalwerk van de deuren, ramen en kozijnen, alle gepleisterde wanden en het gehele leidingwerk incl. radiatoren.</p> <p>Al het schilderwerk uit te voeren conform standaard schilderbestek.</p> <p>Buiten: het nieuwe raamkozijn.</p> <p>Er moet overeenkomstig de bestaande kleuren worden geschilderd.</p>	K
10.70		<u>Elektrotechnische en data voorzieningen.</u>	
	pm	Verlichting in ruimte 118 en 119 opnieuw indelen en bedienen d.m.v. aparte schakelaar in betreffende ruimte.	K
2	St	Verwijderen bestaande opbouw TL-armatuur in ruimte 119 en leveren en installeren inbouw TL-armatuur, 2x36 Watt, fabrikaat conform bestaand.	K
1	St	Transparant verlichting, fabrikaat Van Lien of gelijkwaardig type WER08/A/ZT incl. PP400/6 Pictogram aan beide zijden armatuur, te plaatsen boven de ingangsdeur gebouw 6A.	K
1	St	Transparant verlichting, fabrikaat Van Lien of gelijkwaardig type WER08/A/ZT incl. PP 400/3 te plaatsen boven deur in de hal.	K
1	St	Transparant verlichting, fabrikaat Van Lien of gelijkwaardig type WER08/A/ZT incl. PP 400/1 en 400/2 te plaatsen in ruimte 118, haaks op de deur naar ruimte 117.	K
1	St	Transparant verlichting, fabrikaat Van Lien of gelijkwaardig type WER08/A/ZT incl. PP 400/3 te plaatsen, conform bestaand, in ruimte 117.	K
	pm	Leveren en installeren van PTT norm 88 telefoonkabel, serie 3600, 12x4x0,5+0,8 mm, vanaf hoofdverdeler nabij ingang gebouw P0006 naar ruimte 116 in gebouw 6A.	L
	pm	Leveren en installeren LSA Plus verdeler in ruimte 116, Kronectionbox 2 of gelijkwaardig, incl. 3 LSA Plus aansluit strook, serie 2/10 kleur grijs, 1 LSA Plus aansluitstrook, serie 2/10 kleur rood, montagebeugel en codeerstrook.	L
	pm	Leveren en installeren van telefooncontactdozen in ruimte 116 t.b.v. Intranet, Kantine Schinnen en JFC Brunssum verbinding.	K
	pm	Inregelen en in bedrijf stellen van de intranet verbinding. Dit dient te geschieden door Defensie Telematica Organisatie. Voor de defensie-organisatie treedt DTO op als Internet Service Provider onder de naam DNET (Defensie NET).	K

SECTION I**GENERAL DESCRIPTION AND ADMINISTRATIVE
CONDITIONS**

1.00

GENERAL

01

The work consists of the installation of a prefab wall to include a door with frame in room 109 of building P00043, US Army Garrison, Borgerweg 10, Schinnen.

02

This technical description covers all labor and material required to execute the work as described hereafter and the resulting work.

03

All legal directions, guidelines, construction norms and warranty conditions edited by or on behalf of the Dutch and US Government and the Dutch ARBO legislation with all related appendices apply to this job. One week prior to commencement of the work the contractor will submit the ARBO plan to the COR for his approval.

04

The contractor is expected having received all necessary information and to be aware of the local situation.

05

All quantities listed in these specifications are to aid the contractor and may not necessarily represent the true and exact requirements necessary for the work to be performed. Each bidder himself is responsible for determination and/or assessment of individual quantities required for these technical specifications and cannot hold the US Government or its representative responsible for the quantities given herein.
Besides, the contractor awarded with the specifications is responsible to perform all work, regardless of quantity estimates given herein.

06

The contractor at his expense shall repair all damages and such resulting from the work mentioned.

07

All **materials, without exception** shall be new, unused and be equivalent to the materials replaced and comply with the relevant test requirements.

- 08 **Warranty:** The contractor shall guarantee, in writing all delivered materials and activities resulting from these specs for the period of one (1) year, effective the date of final acceptance inspection, or for the period such work and materials are guaranteed by Netherlands law, the longer guarantee period being sustained.
- 09 Materials and other items removed from the work mentioned and which will not be reused shall be stored carefully/removed from the site, these things mentioned in close coordination with the COR.
- 10 The contractor shall thoroughly clean the jobsite
- 11 The contractor is required to take precautions to prevent hindrance/nuisance because of noise, dust etc. these things mentioned to the satisfaction of the COR.
12. As built drawings: the contractor shall submit to the COR as built drawings in triplicate within five (5) days before pre final acceptance will take place. On these drawings the contractor will neatly indicate in red the possible changes of the work executed.
13. Applicable drawings: 01

SECTION II

EXECUTION

2.00

Partition wall

01 10 m2 Deliver and install a Gyproc or equal Metal Stud partition wall in room 109 as indicated on the drawing. K

The wall will be composed as follows:

- thermally zinc coated steel profiles, horizontally by using MSH75 and vertically by using MSV75.
- Gyproc or equal 4xABA panels for each side 12.5 mm
- all seams and corners shall be reinforced by Gyproc or equal self adhesive joining tape and filled by using Gyproc or equal Jointfiller 120, smoothly finished by using Gyproc or equal JointfinisherMix suitable to receive paint.
- fasten walls to the ceiling structure to enhance stability
- baseboards shall be used to finish all wall at floor level
- all walls to be painted by using a high grade washable latex paint.

2.10

Doors and frames

01 1 ea Single, butted door (930x2115 mm) with frame, make Bruynzeel or equal, type Brucoral and toplight window equipped with safety wire glass, shall be delivered and installed as indicated on the drawing. Provide door with: K

- glass panel (matching the existing doors)
- 3 ea ball bearing hinges, heavy duty type **
- Lips or equal mortise cylinder lock, type 2400 with matching cylinder, covers and fixing material
- door handle with latches, make Lips or equal, type 6010 and 7803

Door, frame and new wood shall be primed, sanded, filled, primed, sanded and painted twice, fully hiding

2.20

Power supply

01 LS Adaptation of the power supply provisions such as lighting, cable ducts, switches etc. K

NL748EZ000577P (SPECIFICATIONS NL)**AFDELING I****ALGEMENE OMSCHRIJVING:****1.00.****ALGEMEEN:**

01. Het werk bestaat uit het vervangen van de bestaande boeiboorden, installeren vloerbedekking, verven binnenwanden, installeren tussenwand incl. deur en raam, in geb. P00019, op het terrein van het USAG Schinnen NL, Borgerweg 10 te Schinnen.
02. Deze technische omschrijving dekt alle arbeid en materialen, benodigd om de werkzaamheden zoals hierna nader toege- licht, en de daaruit voortvloeiende werkzaamheden te kunnen uitvoeren.
03. Op het werk zijn van toepassing alle wettelijke voorschriften, richtlijnen, bouwnormen en garantiebepalingen door of namens de Nederlandse Regering en de US Government uitgevaardigd, inclusief de ARBO wetgeving en alle bijbehorende resoluties.
04. De aannemer wordt geacht alle inlichtingen te hebben ontvangen en van de toestand terplaatse op de hoogte te zijn.
05. Alle hoeveel- en grootheden vermeld in dit bestek dienen om de aannemer behulpzaam te zijn, en hoeven niet perse de ware en juiste behoeften weer te geven benodigd voor het uit te voeren werk. Iedere bieder is zelf verantwoordelijk voor het bepalen en/of beoordelen van afzonderlijke hoeveel- en grootheden van dit technische bestek, en de US Gouvernement (opdrachtgever) of diens plaatsvervanger kan nooit verantwoordelijk gesteld worden voor de hierin vermelde hoeveel- en grootheden. Bovendien is de aannemer die het contract van dit bestek toegewezen heeft gekregen er verantwoordelijk voor dat al het werk even als benodigde werk uitgevoerd wordt, ongeacht de hierin vermelde hoeveelheden.

06. Alle beschadigingen en dergelijke, voortvloeiende uit genoemde werkzaamheden dienen door de aannemer op diens kosten te worden hersteld.
07. Alle **materialen, zonder uitzondering**, dienen nieuw en ongebruikt te zijn en te voldoen aan de betreffende keuringseisen.
08. **Garantie:** de aannemer dient alle geleverde materialen en werkzaamheden voortvloeiend uit dit bestek voor de periode van een (1) jaar na datum definitieve oplevering schriftelijk te garanderen of voor de periode waarvoor dit werk en deze materialen gegarandeerd worden door de Nederlandse wet de langste periode in achtnemend.
09. Verwijderde materialen enz. voortkomend uit genoemde werkzaamheden en welke niet (meer) hergebruikt kunnen worden, dienen zorgvuldig opgeslagen/afgevoerd te worden, e.e.a. in overleg met de C.O.R.
10. PM De aannemer is verplicht het werk- (terrein) grondig schoongemaakt en bedrijfsklaar op te leveren.
11. De aannemer is verplicht voorzorgsmaatregelen te treffen, ter verhindering van overlast/hinder t.g.v. geluid, stof enz. E.e.a. tot genoegen van de C.O.R.
12. Revisie tekeningen: de aannemer dient uiterlijk vijf (5) dagen voor vooroplevering in drievoud revisietekeningen te overhandigen aan de COR. Hierop dient de aannemer nauw- keurig in rood eventuele wijzigingen van het verrichtte werk aan te geven.
13. Van toepassing zijnde tekeningen:
01.

AFDELING II

UITVOERING

2.00.

Sloopwerk.

01		pm	Het slopen van de bestaande boeiboorden van zowel de begane grond als de eerste verdieping van het gebouw. Verlichting armaturen/lichtbakken verwijderen en opslaan voor het herplaatsen op de vernieuwde boeiboorden. Verwijderen vloerbedekking in ruimte 19.213 e.e.a. conform tekening 01	K
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2.10.

Gevelbekleding.

01	50	M2	Het leveren en plaatsen van Rockpanel, fabrikaat Rockwool of gelijkwaardig, kleur zwart voor de boeiboorden, dik 8 mm o.g., aanbrengen op houten regels volgens verwerkings- en montage voorschriften van de fabrikant. Afmetingen conform bestaand. Al het aan het zicht onttrokken houtwerk behandelen met loodvrije menie.	K
02	1	PM	Het aanbrengen/herplaatsen van alle in opslag genomen goederen zoals lichtarmaturen, reclameborden, stadsuitlopen enz.	K

2.20.

Vloerbedekkingen.

01	32	M2	Leveren en aanbrengen van vloerbedekking marmoleum dik 3,2 mm., kleur 2054(blauw), fabr. Krommenie of gelijkwaardig. Banen onderling te lassen met linoleum lasdraad in bijpassende kleur. Langs de randen afkitten. Aan te brengen in ruimte, lok. 19.213	K
02	22	M1	Rondom alle nieuw aan te brengen vloeren en gemaakte wanden dient een plinten van Dark Red Meranti te worden aangebracht, bevestigd met koperen lenskop schroeven voorzien van facetring en pvc pluggen.	K

2.30.

Schilderwerk.Algemeen.

01			Alle te verwerken verfprodukten van het fabrikaat Sikkens of gelijkwaardig, systeem omschrijving volgens standaard referentie bestek 1984.	
02	110	M2	Geschilderd moet worden de wanden van het gangpad en de wanden van kantoorruimte 19.213 inclusief de ingangsdeur.	K

2.40.

Koeling patchkast.

01	1	ST	Het leveren en installeren op de bestaande patchkast in ruimte 19.213, van een "mini-koelgroep", met elektronische regeling fabr. SAREL of gelijkwaardig type 17600, koelvermogen 240 W.	K
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Bestaande patchkast luchtdicht te maken en bestaande ventilatie, indien noodzakelijk, af te koppelen/verwijderen.
De installatie moet gebruiksklaar worden opgeleverd.

2.50.

Timmerwerken.Scheidingswand

01	8	M2	Leveren en aanbrengen van Gyproc o.g. Metal Stud-scheidingswand in de ruimte #213 als aangegeven op de tekening.	L
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De wand moet worden opgebouwd uit:

- Thermisch verzinkt stalen profielen horizontaal MSH 75 en verticaal MSV 75.
- Gyproc o.g. 4xABA-platen per zijde 12,5 mm.
- Alle naden en hoeken moeten worden gewapend met Gyproc o.g. zelfklevende voegband G50. Hierna vullen met Gyproc o.g. Jointfiller 120 en glad worden afgewerkt met Gyproc o.g. Jointfinisher Mix geschikt voor schilderwerk.
- Ter versteviging moeten de wanden aan de dakconstructie worden bevestigd.
- Alle wanden onderlangs bij de vloer afwerken met hardhouten plinten.
- Alle wanden schilderen met high grade afwasbare latex.
- Plafond aan te passen aan de nieuwe situatie

02	1	PM	Het leveren en aanbrengen van een vast kozijn voorzien van veiligheidsglas dik 6mm, afmetingen: Br x H = 120 x 120cm in de tussenwand van ruimte # 213 e.e.a. conform tekening 01 Alle hout en houtproducten die bij de uitvoering van de werkzaamheden worden toegepast dienen te zijn voorzien van het FSC keurmerk.	L
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Deuren en kozijnen.

L

03	1	ST	Als aangegeven op de tekening moet een enkele stompe deur, afmetingen: 930 x 2115mm, inclusief kozijn met bovenlicht voorzien van spiegel draadglas, worden geleverd en aangebracht van het fabriikaat Bruynzeel o.g. type Burocal . De deur voorzien van: <ul style="list-style-type: none"> - 3 stuks kogelscharnieren kwaliteit zwaar **. - Lips o.g. insteekslot type 2400 o.g. met bijbehorende cilinder, dek- en montageplaten. - kruk met langschilden, Lips o.g., type 6010 en 7803. 	
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Deur, kozijn en nieuw hout gronden, schuren plamuren, gronden schuren en 2x dekkend schilderen.

2.60.

Electro:

01	1	PM	Het aanpassen van de elektrotechnische voorzieningen zoals verlichting, kabelgoten, schakelaars enz.	L
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02	2	ea	Het leveren en installeren van 2 noodverlichtingsarmaturen, decentraal Self Test, type DVA-PL/B/1/ZT/R o.g. in de hall, verdeling 1/3 en 2/3 afstand.	L
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NL748GS000617P (SPECIFICATIONS NL)**AFDELING I****ADMINISTRATIEVE VOORWAARDEN**

01. Het werk bestaat uit het vervangen van de bestaande schuifwand tussen ruimte 101 en ruimte 101A, door een panelenwand en het optioneel aanleggen van een hellingbaan tbv mindervaliden. Gebouw P00003, USAG Schinnen Borgerweg 10, 6365 CW Schinnen.
02. Deze technische omschrijving dekt alle arbeid en materialen, benodigd om de werkzaamheden zoals hierna nader toegelicht, en de daaruit voortvloeiende werkzaamheden te kunnen uitvoeren.
03. Op het werk zijn van toepassing alle wettelijke voorschriften, richtlijnen, bouwnormen en garantiebepalingen door of namens de Nederlandse Regering en de US Governmentuitgevaardigd, inclusief de ARBO wetgeving en alle bijbehorende resoluties.
04. De aannemer wordt geacht alle inlichtingen te hebben ontvangen en van de toestand ter plaatse op de hoogte te zijn.
05. Alle hoeveel- en grootheden vermeld in dit bestek dienen om de aannemer behulpzaam te zijn, en hoeven niet perse de ware en juiste behoeften weer te geven benodigd voor het uit te voeren werk. Iedere bieder is zelf verantwoordelijk voor het bepalen en/of beoordelen van afzonderlijke hoeveel- en grootheden van dit technische bestek, en de US Gouvernment (opdrachtgever) of diens plaatsvervanger kan nooit verantwoordelijk gesteld worden voor de hierin vermelde hoeveel- en grootheden. Bovendien is de aannemer die het contract van dit bestek toegewezen heeft gekregen er verantwoordelijk voor dat al het werk even als benodigde werk uitgevoerd wordt, ongeacht de hierin vermelde hoeveelheden.
06. Alle beschadigingen en dergelijke, voortvloeiende uit genoemde werkzaamheden dienen door de aannemer op diens kosten te worden hersteld.
07. Alle **materialen, zonder uitzondering**, dienen nieuw en ongebruikt te zijn en te voldoen aan de betreffende keuringseisen.

08. **Garantie:** de aannemer dient alle geleverde materialen en werkzaamheden voortvloeiend uit dit bestek voor de periode van een (1) jaar na datum definitieve oplevering schriftelijk te garanderen of voor de periode waarvoor dit werk en deze materialen gegarandeerd worden door de Nederlandse wet de langste periode in achtnemend.
09. Verwijderde materialen enz. voortkomend uit genoemde werkzaamheden en welke niet (meer) hergebruikt kunnen worden, dienen zorgvuldig opgeslagen/afgevoerd te worden, e.e.a. in overleg met de C.O.R.
10. De aannemer is verplicht het werk- (terrein) grondig schoongemaakt en bedrijfsklaar op te leveren.
11. De aannemer is verplicht voorzorgsmaatregelen te treffen, ter vermindering van overlast/hinder t.g.v. geluid, stof enz. E.e.a. tot genoegen van de C.O.R.
12. Revisie tekeningen: de aannemer dient uiterlijk vijf (5) dagen voor vooroplevering in drievoud revisietekeningen te overhandigen aan de COR. Hierop dient de aannemer nauw- keurig in rood eventuele wijzigingen van het verrichtte werk aan te geven.
13. Van toepassing zijnde tekeningen: 01
14. **HOT WORK PERMIT:** Tenminste 24 uur voor aanvang van werkzaamheden m.b.t. open vuur, lassen of andere brandgevaarlijke werkzaamheden dient de aannemer de C.O.R. te verzoeken te coördineren bij het verkrijgen van een Hot Work Permit. Deze vergunning zal door DES Fire Prevention Office verleend worden.

AFDELING II

UITVOERING

10. STUT- EN SLOOPWERK.

10.00 pm Algemeen: K

Het sloopwerk is uit het verschil van de bestaande- en nieuwe toestand af te leiden en uit de onderstaande omschrijving met verwijzing naar de tekening. Tevens behoort al het sloop- en demontage werk van de installaties, welke hiermee verband houden, tot het werk. Opslaan voor hergebruik in overleg met COR. Alvorens met de sloopwerkzaamheden aan te vangen dient een werkplan ter goedkeuring van te COR te worden overlegd. Hierin moet worden aangegeven op welke wijze het sloopwerk plaatsvindt zodat de hinder tot een minimum beperkt blijft.

10.10 Sloopwerk.

.01 pm Gesloopt cq verwijderd moet worden: K

- Het verwijderen en direct afvoeren op kosten van de aannemer van de bestaande schuifwand incl. toebehoren ter plaatse van ruimte 1.01 en 101A.
- Alle sloopwerkzaamheden aan het bestaande verlaagde plafond en bijbehorend aftimmerwerk die nodig zijn voor het goed uitvoeren van de omschreven werkzaamheden.
- Het verwijderen en direct afvoeren op kosten van de aannemer van de bestaande podia in ruimte 1.01 en 1.01A.

OPTIONEEL:

2 m2 - Het verwijderen van de bestaande tegelbestrating tpv het verhoogde trottoir entree Geb. P00003. K

OPTIONEEL

12. GRONDWERK

12.00 Algemeen.

.01

Voorzieningen

- Voor of tijdens het uitvoeren van de grondwerken moeten voorzieningen worden getroffen om het verzakken resp. beschadigen van belendingen, bestaande bestratingen, rioleringen, terreinafscheidingen, leidingen e.d. te voorkomen;
- Dergelijke voorzieningen behoeven de goedkeuring van de C.O.R.
- De aannemer dient maatregelen te nemen ter voorkoming van verontreiniging van de openbare weg, alsmede de wegen binnen het complex;
- Indien, ondanks de getroffen voorzieningen, nog schade of verontreinigingen ontstaan, zullen deze door de aannemer op eerste aanzegging en op diens kosten worden hersteld.

12.10 Vorbereidende werkzaamheden

.01

p.m.

Struiken, bomen, gras, puin, afval e.d. alsmede niet te behouden begroeiingen dienen inclusief wortels verwijderd en afgevoerd te worden. Alleen die beplanting verwijderen welke voor de bouw noodzakelijk is, een en ander in overleg met C.O.R.

12.30 Graafwerkzaamheden.

.01

Te bestraten terreingedeelte.

0.5 m3

Het afgraven van alle te maken tegelbestratingen, zodanig dat onder de tegelbestrating minstens 100 mm zand kan worden aangebracht of aanwezig is. Ontgraven ten behoeve van de onder deel 15 beschreven verharding. K

.02

pm

Vrijgekomen grond.

Vrijgekomen grond te verwerken in het werk. K

12.40 Aanvullings- en ophogingwerkzaamheden

.01

2.00 m3

Onder tegelbestrating.

Zand aanbrengen en mechanisch verdichten ter plaatse van de tegelbestratingen, blijvende laagdikte minimaal 100 mm. K

OPTIONEEL

15. BESTRATING

15.00

.01

Algemeen

De bovenkanten van de te maken bestrating dienen aan te sluiten op de bestaande bestrating. De bestrating dient afwaterend ten opzichte van het gebouw te zijn.

.02

Na beëindiging van een dagproductie de bestrating vóór het invoegen machinaal afrillen. Hierna de bestrating invegen met straatzand. Na voltooiing van het straatwerk, de bestrating nogmaals invegen met straatzand, onder toevoeging van water.

15.10

Aan te brengen bestrating.

.01

13.00 m²

Leveren en aanbrengen van betontegels type 300x300x45/ 300x150x45 mm K
inclusief passtukken. De nieuwe bestrating moet goed aansluitend aan het
gebouw worden gelegd, d.m.v. opsluitbandjes. De nieuwe bestrating moet goed
aansluiten aan de bestaande bestrating terzijde van gebouw #3.
Het hoogteverschil tussen de nieuw gemaakte bestrating en de bovenzijde van de
dorpel tpv de entree mag maximaal 6mm bedragen. Ruimte tussen nieuw
gemaakte tegelbestrating en bestaande dorpel vullen met cement en glad
afwerken.

.02

9.00 m¹

Leveren en aanbrengen van opsluitbanden 10/35, inclusief alle bijbehorende K
hoek- en passtukken.
Opsluitbanden stellen in een bed schrale beton ten behoeve van opsluiting van de
bestrating als aangegeven op bestektekeningen.
Bovenkant opsluitbanden 5cm boven tegelbestrating tpv hellingbaan.

.03

pm

Hellingbaan

K

De nieuw te maken tegelbestrating vormt een hellingbaan. Deze hellingbaan mag
het stijgingspercentage van 1 op 20 niet overschrijden. De overgangen van de
hellingbaan naar de platte vlakken dienen geleidelijk te verlopen.

OPTIONEEL
053690

43. METAALWERKEN

43.10.

Diversen

.01

Leveren en aanbrengen van alle benodigde beugels, ankers, bevestigingsmiddelen, draadnagels, schroeven, bouten e.d. welke voor een goede uitvoering noodzakelijk zijn.

43.20.

Stalen hekwerk:

.01

6 ml

Montage:

Leveren en monteren, evenwijdig aan het nieuw aangelegde pad, van een thermisch verzinkt stalen leuning. L

De leuning moet worden opgebouwd uit de volgende onderdelen:

- Eenzijdig aanbrengen van leuning vervaardigd uit KEE Klamps uit de 8-serie.
- Buizen Ø 48,3mm, gepoedercoat.
- Leuning dient te bestaan uit 4 staanders met daarin gemonteerd, parallel aan de hellingbaan, twee leuning, hoogte 600mm en 900mm.
- Het geheel moet gemonteerd worden met chemische ankers.

44.		PLAFOND EN WANDSYSTEMEN.	
44.00		<u>Algemeen:</u>	
44.10		Alle in de paneelwand op te nemen onderdelen zoals handgrepen, afdichtingen e.d. dienen door de aannemer te worden aangebracht.	
.01	1 st	Leveren en monteren van een Uniflex Paneelwand o.g. - Type: 100µm. - Afmeting: 3100 x 10600mm. - Paneelwand voorzien van 1-punt ophanging en “E” parkeersysteem. - Paneelwand uit te voeren in NE elementen afmeting minimaal 1000mm en maximaal 1250mm. Sluitstuk uit te voeren als TE element. Exacte afmetingen in het werk te bepalen. - U-profiel aan parkeerzijde minimaal 100mm diep uitvoeren. - Paneelwanden af te werken in een nader te bepalen UNI kleur. - Paneelwand uit te voeren in handbediening. - Alle profielen, rails en montagesystemen dienen inclusief te zijn.	K
.02	pm	Aanhelen van de plafondconstructie als bestaand zodat een en ander perfect aansluit aan de nieuwe situatie.	K

45. BINNENTIMMERWERK

45.10 Algemeen

Alle hout en houtproducten die bij de uitvoering van de werkzaamheden worden toegepast dienen te zijn voorzien van het FSC keurmerk.

45.20 Overige timmerwerken

- | | | |
|-----|----------------------|--|
| .01 | 21.00 m ¹ | <p>Rondom de nieuw aan te brengen paneelwand aftimmeren met meranti multiplex, K
dik 18mm.</p> <ul style="list-style-type: none"> • Ruimte 1.01 en 1.01A. |
| .02 | p.m. | <p>Waar nodig klossen, klampen, aftimmerlijsten toepassen, welke voor een goede K
uitvoering noodzakelijk zijn.</p> <p>Alle overige timmerwerken t.b.v. een degelijke afwerking.</p> |

47.		SCHILDERWERK	
47.00		<u>Algemeen.</u>	
.01		Alle te verwerken verfproducten van het fabrikaat Sigma Coating of gelijkwaardig.	
47.10		<u>Binnenschilderwerk.</u>	
.01		Geschilderd moet worden:	
	pm	- Alle in het zicht blijvende aftimmeringen. Kleur RAL 9001.	K
47.20		<u>Buitenschilderwerk.</u>	
.01		OPTIONEEL	
	7 ml	- De opsluitbanden tpv de hellingbaan. Kleur RAL 1023 verkeers geel.	L
	7 ml	- Het hekwerk tpv de hellingbaan. Kleur RAL 5010, blauw genziaan.	L

CLAUSES INCORPORATED BY FULL TEXT

The following translation of subject contract is furnished as a convenience; however, any inconsistency between the terms of the translation and the English text of the contract will be resolved in favor of the English text and not the translation. (See clause 52.225-0014)

DUTCH TRANSLATION

De volgende vertaling van het contract wordt gemakshalve verschaft; alle tegenspraken tussen de woorden van de vertaling en de Engelse tekst van het contract zullen ten gunste van de Engelse tekst, en niet van de vertaling, beslecht worden. (Zie clause 52.225-0014)

Bladzijden 63 tot 85

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

SPECIAL INSTRUCTIONS

TYPE OF BUSINESS ORGANIZATION—SEALED BIDDING (FAR 52.214-2)

The bidder, by checking the applicable box, represents that –

- (a) It operates as ☐ a corporation incorporated under the laws of the State of _____,
☐ an individual, ☐ a partnership,
☐ a nonprofit organization, or
☐ a joint venture; or
- (b) If the bidder is a foreign entity, it operates as ☐ an individual,
☐ a partnership,
☐ a nonprofit organization,
☐ a joint venture; or
☐ a corporation registered for business in _____ (country).
- (c) Offeror is a foreign vendor that is an incorporated concern not incorporated in the United States or an unincorporated concern having its principal place of business outside the United States.
- (d) Offeror is a U.S. Firm incorporated in or having a principal place of business in _____ (state).

IDENTIFICATION OF MATERIAL OR EQUIPMENT

If the offeror intends to provide products, equipment, material, articles, or patented processes which differ from the brand name, trade name, make, model, or catalog number described in the specifications, the offeror shall describe such items in the space provided hereunder. (See DFAR Clause 252.211-7003, Brand Name or Equal).

Specification Page and Position	Brand Name Mentioned Plans or Specifications	Description of Material or Equipment, Name, Make, Model Number, Model or Catalog Number, Date and Item Number, Date and Item offered
_____	_____	_____
_____	_____	_____
_____	_____	_____

An offeror shall be considered offering the brand name, trade name, make, model or catalog number described in the specifications unless he/she clearly specifies different products, equipment, material, articles, or patented processes are offered.

If the offeror visited the site in accordance with the clause “Site Investigation and Conditions Affecting the Work” (FAR 52.236-3), complete the following:

- STAMP SIGNATURE DATE

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.252-3	Alterations in Solicitation	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

HQ US ARMY CONTRACTING COMMAND EUROPE
REGIONAL CONTRACTING OFFICE, BENELUX
LEUVENSESTEENWEG 13
B-1932 SINT STEVENS WOLUWE

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: MR. NOEL VAN ZANDVOORT
Address: **USAG SCHINNEN, BORGERWEG 10, 6365 CW SCHINNEN**
Telephone: 046/443 74 22

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

FACSIMILE BIDS/PROPOSALS

- (l) Definition. "Facsimile bid", as used in this solicitation, means a bid/proposal, modification of a bid/proposal, or withdrawal of a bid/proposal that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- (m) Bidders/Offerors may submit facsimile bids/proposals as responses to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.
- (n) Facsimile bids/proposals that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.
- (o) Facsimile bids/proposals must contain the required signatures.
- (p) The Government reserves the right to make award solely on the facsimile bid/proposal. However, if requested to do so by the Contracting Officer, the apparently successful bidder/offeror agrees to promptly submit the complete original signed bid/proposal.
- (q) Facsimile receiving data and compatibility characteristics are as follows:
- (i) Telephone number of receiving facsimile equipment: 0032-2/717.96.10
 - (ii) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol):
Minolta, Model Minoltafax 3500, Transmission speed: 14400/12000/9600/7200/4800/2400, Transmission mode: CCITT G3 ECM/G3, Unique Mode.
- (r) If the bidder/offeror chooses to transmit a facsimile bid/proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid/proposal including, but not limited to, the following:
- (c) Receipt of garbled or incomplete bid/proposal.
 - (d) Availability or condition of the receiving facsimile equipment.
 - (e) Incompatibility between the sending and receiving equipment.
 - (f) Delay in transmission or receipt of bid/proposal.
 - (g) Failure of the bidder/offeror to properly identify the bid/proposal.
 - (h) Illegibility of bid/proposal.
 - (i) Security of bid/proposal data.

CCE 233-4000 INDEPENDENT PROTEST REVIEW OFFICIAL (March 2005)

Interested parties may file agency protests, in compliance with FAR 33.103(d), directly with the contracting officer or may request an independent review at a level above the contracting officer by the Independent Protest Review Official, U.S. Army Europe. Independent review is available as an alternative to consideration by the contracting officer of a protest or is available as an appeal of the contracting officer's decision on the protest.

Interested parties seeking review by the Independent Protest Review Official, should so state in the agency protest or appeal, and should file the protest/appeal with the contracting officer. In order to be considered, an appeal to the Independent Protest Review Official must be received by the contracting officer within 10 calendar days of the date on which the protester received the contracting officer's decision on the protest.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

SPECIAL INSTRUCTIONS

AWARD TO LOW BIDDER (IFB)

Award will be made to the low, responsive, responsible bidder who submits an acceptable bid in full compliance with the requirement of the invitation for bids.

ALL OR NONE AWARD

Only one contract will be awarded from this Invitation for Bids (IFB). Award will be made on an all or none basis. Bids for less than all of the solicited work will be rejected as nonconforming/non-responsive.